

# **REQUEST FOR PROPOSALS**

**For**

**Design, Development and Implementation of a Bingo  
Licensing, Accountability, Inventory & Reporting  
System**

**For The Louisiana Department of Revenue, Office of  
Charitable Gaming (OCG)**



**RFP #: 3000012625 [Generated By LaGov RFx]**

**Proposal Due Date/Time: February 6, 2020 at 3:00 PM CT**

**State of Louisiana**

**Office of Technology Services**

**Issued: November 6, 2019**

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**REQUEST FOR PROPOSAL**  
**FOR**  
**Design, Development and Implementation of a Bingo Licensing,  
Accountability, Inventory & Reporting System**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing the services and software needed to design, develop and implement a comprehensive Bingo Licensing, Accountability, Inventory & Reporting System ("BLAIR," herein referred to as the BLAIR System or the System). Such a System shall assist the Louisiana Department of Revenue, Office of Charitable Gaming (OCG) in its licensing, permitting, reporting, auditing, payment and data collection efforts.

The LDR OCR seeks a System to replace its current system, which will offer an online secured portal website for new System users to view and update contact information, renew or register licenses, accept online payments, update executive membership, submit session schedules, report quarterly gaming proceeds, and facilitate bingo supply purchases. The System shall also assist the OCG in gathering usage and payout data from statewide electronic bingo devices on a daily basis. The System shall also assist the users in quarterly gaming reporting and to facilitate bingo supply purchases by monitoring bingo supply inventory.

It is permissible to propose, as part of the solution, commercial off the shelf (COTS) software that is customized to meet the needs and requirements of this RFP, customized software to be developed, or a combination of each, to meet the needs of the agency.

The functional areas, described in detail later in this RFP, to be proposed, include:

- Bingo Licensing and Game Scheduling
- Machine Permits
- Forms
- Video Gaming Device Data Collection
- Accounting
- Reporting & Auditing
- Gaming Data Collection Monthly/Quarterly Reporting
- Bingo Supply Inventory

It is the desire of the State to have:

- The contract awarded prior to May 31, 2020;
- System documentation, user manuals and training material for this component to be completed before October 31, 2020;
- OCG employee training for this component to be completed before April 30, 2021; and
- This component available for operational use before April 30, 2021.

It is desired that the System will be fully implemented with the chosen solution and the retirement of the current system within twelve (12) months of the award of contract.

The System must be able to interface with the Louisiana State Police criminal history database to conduct background checks on all individuals applying for licenses with the OCG.

This State seeks a proposal that includes conversion of all data that exists in the current system.

The State intends to award to a single Proposer.

## **1.2 Background**

Senate Bill 481, creating the Office of Technology Services (OTS), was passed by the 2014 Louisiana State Legislature in Regular Session and signed into law by the Governor on July 01, 2014. OTS establishes, coordinates, and implements all information technology systems and services affecting the management and operations of the executive branch of State government. OTS has the sole authority and responsibility for defining and implementing the specific information technology systems and services, defining a state master information technology plan, and creating and managing information technology standards.

The creation of OTS consolidates a wide variety of existing hardware platforms, operating systems, database management systems, networks, third party software, and custom applications. These environments currently reside in multiple physical locations, and have been developed over many years under the direction of the user agencies. OTS plans to apply the Information Technology Infrastructure Library/Control Objectives for Information Technology (ITIL/COBIT) process model to the task of organizing and consolidating the many separate environments; and of identifying and implementing process improvements designed to move the State to more efficient, streamlined, and cost-effective IT operations.

This Request for Proposals (RFP) is issued by the Office of Technology Services (OTS) on behalf of the Department of Revenue, Office of Charitable Gaming (herein collectively referred to as "State").

OCG is currently comprised of a total of 20 employees in the following areas:

- Administrative - 4
- Auditing - 6
- Reporting - 5
- Licensing - 5

Charitable Gaming is defined as non-profit organizations raising funds through games of chance where all net proceeds are contributed to bona fide charitable causes. The Office of Charitable gaming was created by the Louisiana legislature to license, monitor and regulate the charitable gaming industry in the State of Louisiana.

OCG is dedicated to serving the industry to the best of its ability and continues to give the charitable gaming organizations as many options as necessary to operate a successful game.

OCG licenses and regulates the charitable gaming industry by ascertaining that organizations are complying with the Louisiana Law, Administrative Rules and Policies. OCG monitors these organizations by licensing all charitable gaming activities, conducting detailed audits of organizations, performing surprise inspections of games and managing comprehensive training sessions.

OCG works with the organizations that hold these games to certify that they understand their responsibilities when conducting charitable games as well as the reporting requirements for all their proceeds and expenses.

Ten (10) different types of licenses are issued through OCG. The types of licenses consist of:

- Non-profit organizations – 500
- Exempt organizations – 1,000
- Commercial lessors - 50
- Non-licensed facilities – 1,000
- Distributors:
  - Regular gaming - 12
  - Electronic video gaming - 20
- Manufacturers:
  - Regular gaming - 12
  - Electronic video – 2
- Electronic video machines permits – 1,000

All of these licenses must be applied for using the System's web portal.

Licensed events include:

- Charitable raffles
- Bingo
- Pull-tabs
- Electronic video bingo
- Keno
- Casino nights

Any organization or person seeking licensure as a charitable gaming organization, commercial lessor, distributor or manufacturer must submit an application to OCG.

OCG issues new licenses and renews existing licenses on a yearly basis. OCG also modifies information such as: change in officers, change in members, change in schedules, ownership structures and any other changes that affect the licensing structure. These modifications can be completed any time throughout the licensing year.

The reporting staff is responsible for reviewing and verifying regulated organizations, commercial lessors, distributors, and manufacturers' reports. The reviews ascertain the validity of the reports. Referrals are made to auditing staff for audits and/or inspections based on any discrepancies.

The auditing staff at OCG is responsible for reviewing monthly and quarterly reports, conducting audits, inspections and training of organizations throughout the license year. This is done in order to obtain reasonable assurance that all licensed organizations are in compliance with enabling legislation and administrative rules of OCG as related to record keeping, banking, financial reporting and internal accounting control requirements. One of the major goals of OCG is to ensure that all net proceeds of charitable games are accounted for and are devoted to educational, charitable, patriotic, religious or public spirited uses.

For fiscal year ending June 2018, there were approximately 500 organizations conducting charitable gaming activities in the state of Louisiana. These organizations collected over \$180 million in gross wagers and paid out nearly \$130 million in prizes to players. These same organizations reflected charitable contributions of nearly \$16 million.

The computer application that OCG currently uses is approximately 6 years old and is not suitable for our current needs. It is deployed on a Microsoft SQL Server platform with web based client server architecture and written in C++.

OCG seeks to acquire the services necessary to design, develop and implement a web based system to replace the existing system.

### **1.3 Goals and Objectives**

The State's principle goals and objectives are:

- To make it easier for all industry user groups to view and update contact information, renew or register for licenses, accept online payments, submit session schedules, and gather manual usage and payout data from statewide electronic bingo devices.
- To assist the OCG and organizations in quarterly gaming reporting.
- To assist the OCG and distributors in the reporting of bingo supply purchases.
- The State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

### **1.4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about May 15, 2020 and is anticipated to end on May 14, 2023. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## **1.5 Definitions**

- A. Agency - Any department, commission, council, board, office, bureau, committee, institution, Agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- B. BLAIR – The Bingo Licensing, Accountability, Inventory & Reporting system.
- C. Contractor - Any person having a contract with a governmental body; the selected Proposer.
- D. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. Distributor – Any person or entity who sells or otherwise furnishes to any person supplies or equipment for use in the conducting of games of chance and is licensed by the Office of Charitable Gaming.
- F. DOA - Division of Administration
- G. EVG - Electronic Video Gaming device.
- H. LDR – Louisiana Department of Revenue.
- I. Lessor – Any person or entity who leases any building and/or property to charitable organizations and is licensed by the Office of Charitable Gaming.
- J. Manufacturer – Any person or entity who manufacturers for sale or otherwise furnishes any gaming supplies or equipment to a licensed distributor for use in the conducting of games of chance and is licensed by the Office of Charitable Gaming.
- K. May and, Can - The terms “may” and “can” denote an advisory or permissible action.
- L. Must - The term “must” denotes a mandatory requirement.
- M. OCG – The Office of Charitable Gaming.

- N. Organization – A charitable organization, a nonprofit entity licensed by the Office of Charitable Gaming to conduct games of chance.
- O. OSP – Office of State Procurement.
- P. Proposer - A firm or individual who responds to this RFP.
- Q. RFP – Request for Proposal
- R. Shall and Will – The terms “shall” and “will” denote mandatory requirements.
- S. Should – the term “should” denotes a desirable action.
- T. State - The State of Louisiana.

### **1.6 Schedule of Events**

<b>EVENT</b>	<b>DATE      TIME    CT</b>
<b>RFP advertised in newspapers and post to LaPac</b>	<b>November 6, 2019</b>
<b>Deadline for receipt of written inquiries</b>	<b>December 5, 2019</b>
<b>Deadline to answer written inquiries</b>	<b>January 17, 2020</b>
<b>Deadline for receipt of proposals</b>	<b>February 6, 2020 at 3:00 PM</b>
<b>Presentations &amp; Discussions (if applicable)</b>	<b>To be determined</b>
<b>Notice of Intent to award announcement, and 14-day protest period begins on or about</b>	<b>March 30, 2020</b>
<b>Contract execution on or about</b>	<b>May 15, 2020</b>

**NOTE:** The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

### **1.7 Proposal Submittal**

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

**Janelle Brown  
Office of Technology Services  
Division of Administration  
P.O. Box 94095  
Baton Rouge, LA 70804-9095**

For courier delivery, the street address is **Office of Technology Services, Division of Administration, Attn: Janelle Brown, 1201 N. Third St., Suite 2-130, Baton Rouge, LA 70802**, and the telephone number is **(225) 342-7955**.

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for receipt of proposals. Proposals received after the deadline will not be considered.

### **1.8 Qualification for Proposer**

#### **1.8.1 Desirable Qualifications:**

Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

- Have successfully implemented a web based gaming, licensing, accounting, inventory and reporting system with the desired functionality, for a governmental regulatory entity.
- Demonstrate in its proposal the ability to meet the functional system needs and requirements described in Section 2.1, Scope of Work.
- Able to provide equally qualified replacements within ten (10) business days in the event that any personnel become unavailable due to resignation, illness or other factors to avoid delays in completing tasks.

### **1.9 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

#### **A. Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

## **B. Table of Contents**

The proposal should be organized in the order contained below.

## **C. Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including: Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, **Attachment II**. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, **Attachment II** and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

## **D. Company Background and Experience**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including name, title, company name, email address and telephone, along with a description of the cited projects.

Proposers should clearly describe their ability to exceed the qualifications described in the Desirable Qualifications for Proposer section.

## **E. Approach and Methodology**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas of Section 2.1, Scope of Work, with a discussion of how its software and services will meet the functional requirements of the RFP.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.

- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
- Define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Define its approach for defining system and data security.
- Identify areas of project risk and procedures to mitigate these risks.
- Define the methodology to be used for system design.
- Explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.)
- Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

#### **F. Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, email address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in the Desirable Qualifications for Proposer section.

## **G. Veteran and Hudson Initiative Programs Participation**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171, *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001, *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## **H. Cost Proposal**

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. The costs shall be submitted in accordance with the Cost Proposal Worksheet furnished in Attachment IV.

## **I. Certification Statement**

**The Proposer must sign and submit Attachment I, the Certification Statement.**

### ***1.10 Number of Copies of Proposals***

Copies of the proposal shall be submitted to the RFP Coordinator at the address specified in Section 1.7 Proposal Submittal. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### ***1.11 Technical and Cost Proposals***

The State requests the following:

- One (1) Original (clearly marked "Original") and six [6] numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) redacted copy of the technical proposal, if applicable.

- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- Two (2) USB flash drives **each** with a “searchable” electronic copy of the technical proposal **and** cost proposal.
- One (1) USB flash drive with a “searchable” electronic copy of the redacted copy of the technical proposal, if applicable.

<b>Proposal Type</b>	<b>Hard Copy (Paper) Document</b>	<b>Electronic Copy – Flash Drive</b>
Technical Proposal	8	2
Cost Proposal	3	2
Redacted Proposal (if applicable)	1	1

### **1.12 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **1.13 Confidential Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Technology Services and the Department of Revenue.

### **1.13.1 Trade Secrets and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the proposer at the time of submission of their technical proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of their proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing Proposer or other person seeks review or copies of the Proposer’s confidential data.

Proposers shall be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

#### **1.14 Proposal Clarifications Prior to Submittal**

##### **1.14.1 Pre-proposal Conference**

**Not applicable for this RFP**

##### **1.14.2 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP coordinator listed below.

**Janelle Brown**  
**Office of Technology Svcs**  
**Division of Administration**  
**P.O. Box 94095**  
**Baton Rouge, LA 70804-9095**  
**Email: [Janelle.brown@la.gov](mailto:Janelle.brown@la.gov)**

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 pm CT on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Only the RFP coordinator or his designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal.

Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg).

Help scripts are available on the OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.14.3     *Blackout Period***

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process;
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.15     *Error and Omissions in Proposal***

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

### **1.17 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

### **1.18 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **1.19 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

### **1.20 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

### **1.21 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **1.22 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal,

and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

### **1.23 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; (including probable subcontractor arrangements);
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.24 Use of Subcontractors**

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **1.25 *Written or Oral Discussions/Presentations***

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if any, may become formally recorded in the final contract.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews.

The State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews, the State may decide to revise its existing Proposal scoring based on the results of this process. Reevaluation/scoring will be based on the original evaluation criteria. Cost score will remain the same.

### **1.26 *Acceptance of Proposal Content***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **1.27 *Evaluation and Selection***

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data

### **1.28 *Best and Final Offers (BAFO)***

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

**The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.**

### **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment II**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

### **1.31 Right to Prohibit Award**

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime

committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

##### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

##### **3. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **4. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **5. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **B. DEDUCTIBLES AND SELF INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

**The policies are to contain, or be endorsed to contain, the following provisions:**

#### **1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### **3. All Coverages**

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

### **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana  
The Office of Technology Services, Its Officers, Agents, Employees and Volunteers  
1201 North Third Street  
Suite 2-130  
Baton Rouge, LA 70802  
Project Name: Bingo Licensing, Accountability, Inventory and Reporting System

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

## **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

## **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

### ***1.33 Indemnification and Limitation of Liability***

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright,

trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.34 Payment**

Payment terms shall be negotiated with the successful Proposer.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid.

#### **1.34.1      *Electronic Vendor Payment Solutions***

The State desires to make payment to the awarded Proposer electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see **Attachment III** for additional information regarding electronic payment methods and registration.

#### **1.35    *Termination***

##### **1.35.1      *Termination of the Contract for Cause***

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

##### **1.35.2      *Termination of the Contract for Convenience***

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

##### **1.35.3      *Termination for Non-Appropriation of Funds***

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### **1.36    *Assignment***

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.37 *Right to Audit***

The State legislative auditor, federal auditors and internal auditors of the Division of Administration, agency auditors, or others so designated by the DOA, shall have the option to audit the books and records of a Contractor or any subcontractor under any negotiated contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor and subcontractor for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

### **1.38 *Civil Rights Compliance***

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended, by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968, as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.39 *Record Ownership***

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

### **1.40 *Entire Agreement/ Order of Precedence***

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **1.41 Contract Modifications**

No amendment or variation of the terms of any contract resulting from this RFP shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

#### **1.42 Substitution of Personnel**

The Contractor's personnel assigned to any Contract resulting from this RFP shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **1.43 Governing Law**

Any contract resulting from this RFP shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### **1.44 Claims or Controversies**

Any claim or controversy arising out of any contract resulting from this RFP shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4.

#### **1.45 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### **1.46 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

#### **1.47 *Prohibition of Discriminatory Boycotts of Israel***

In preparing its response, the Proposer must certify that it has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel, in accordance with R.S. 39:1602.1. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work**

The Contractor shall provide services necessary to design, develop and implement a web based system to replace the existing system.

### **2.2 General Requirements**

The System shall provide a single point of access for OCG staff, manufacturers, distributors, organizations, and commercial lessors.

The System shall provide a common web-based front-end that has a consistent look and feel throughout each module.

The System shall provide secure remote connectivity (mobile access) for OCG staff when in the field via Windows based tablet or laptop. The Agency currently utilizes VPN for field personnel.

The System shall be fault tolerant and designed to provide availability 24 hours each day, 365 days each year (24x7).

Performance issues such as but not limited to page rendering times, search response times, and data transfer times will be evaluated during the testing phase. Contractor will work to improve identified performance issues through code modifications, data base re-design, or work with LDR personnel to recommend infrastructure improvements.

The proposed System shall be built, at a minimum, using VB.NET 2012 and ASP.NET 2012 and utilize the .NET 4.0 framework. The System shall have a common database which supports all modules. Microsoft SQL Server 2014 or higher shall be used as the database platform. There are many data elements that should be contained in an updateable table that can be maintained by State personnel. The values associated with the data elements are set by policy and can change. Each data element shall have associated with it a beginning effective date and an ending effective date such that a history of values can be maintained. The values of the data elements shall be set by the system administrator and not set in code.

The OCG shall be able to flag which documents are required for submission through an administrator table. The System shall ensure that if the organization is uploading documents that it files them under the proper title. The System shall also allow for a verification signoff that someone at OCG reviewed the document. The OCG will review each document either online or uploaded

### **2.3 Task and Services**

Contractor shall provide Tasks and Services to include requirements gathering and verification, system design, infrastructure analysis and design, application development, database design and development, migration of data from one platform to another, testing, system implementation, documentation development, on-going production support, consulting and training.

The State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum expected from the successful Proposer.

The Contractor shall provide the following deliverables.

### **2.4.1 Functional System Requirements**

The Contractor shall perform necessary information gathering and analysis tasks to develop Functional System Requirements Documentation.

The Contractor shall:

- Review OCG current programs and policies, existing BLAIR system functionality, design and data dictionaries.
- Confirm and refine requirements specified in this RFP and supporting documents as well as add new or missed requirements as needed.
- Work with OCG staff to fully understand the scope, purpose, and implications of each requirement.
- Prepare case workflow and procedural specifications. The implementation of the project may result in significant changes in the way day-to-day business is conducted by OCG staff. A key component of the requirements analysis must be the identification of these significant changes for all users of the system. These specifications must include a complete description of operations workflow under the system.
- Provide a business case activity diagram to graphically depict business entities, workflow, roles and responsibilities shall be produced.
- Prepare a workflow and procedural specifications shall become a principal source of input to the process of developing a training program for the OCG users and must be kept up-to-date throughout the project.
  - The case workflow and procedural specification must accommodate plans to provide application access via online secure web portal.
- Must conduct a walkthrough of the workflow and procedural specifications to enhance the OCG's understanding and to facilitate the approval process.

### **2.4.2 Implementation Plan Report**

The Contractor shall perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the System; including legacy data conversion, software installation, acceptance testing, integration, interfaces, training, software distribution, “going live”, and on-going support.

### **2.4.3 Technical Design/Technical Architecture**

The Contractor shall perform necessary technical design tasks to create Technical Design Documentation.

The Contractor shall:

- Develop and maintain detailed designs and models for all components of the BLAIR system necessary to support all OCG programs and in all environments (e.g. development, UAT, training, production, etc.) and potential Requirements and Design impacts.
- Develop and maintain data diagrams or entity relationship diagrams of all data repositories that will be included the System.
- Develop and maintain design documentation of the interface(s) that will be contained within the System.
- Develop and maintain design documentation of data and data formats that will be used by the System interface(s).
- Prepare resource requirements documentation detailing CPU, processor capacity, data storage, memory, and network bandwidth. Resource requirements also include staffing resources necessary to support the proposed infrastructure and System.
- Develop and maintain back-up and recovery plans.
- Develop and maintain a Security and Auditing plan. The Contractor must submit a detailed description proposing how security features will be implemented. Proposed levels of security and auditing, limitations of capabilities and required protocols must be provided. The format and content of security and audit tables must be included, as well as the recommended starting point for establishing security profiles.
- Develop and maintain a Vulnerability and Intrusion Detection Plan. The Contractor must submit a detailed description proposing how to test for vulnerabilities and detect unauthorized access attempts. The plan must address level of effort and monitoring requirements. The plan must adhere to LDR, La Office of Information Technology and NIST standards.

<https://www.revenue.louisiana.gov/Home/TermsOfUse#security>

<https://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

<https://csrc.nist.gov>

#### **2.4.4 Presentation of Technical Design**

The Contractor shall conduct formal presentations of the Technical Design to members of the State's Information Technology staff who support OCG. The goals of the presentations are to introduce the technical design of the System, ensure the design is in agreement with future plans for the Department's technical infrastructure, and knowledge transfer to the State's Information Technology staff.

#### **2.4.5 Data Conversion/Software Installation and Implementation**

The Contractor shall perform data conversion and software installation tasks such as database setup, file sizing, application table setup, operation setup, data migrations, installation tests, system integration, integration tests, and performance tuning. Installing, configuring, and analyzing requirements/integration issues of any proposed products necessary to support the proposed solution.

#### **2.4.6 Interface Testing**

The Contractor shall perform interface testing tasks such as testing of input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning Document.

#### **2.4.7 Systems Testing and Acceptance Testing**

The Contractor shall perform System testing and Acceptance testing tasks such as script development and data setup, technical support on executing special jobs to facilitate testing, and assisting in the actual execution of test scripts and review of results.

#### **2.4.8 Training Materials and Delivery of Training**

The Contractor shall develop training materials for OCG staff and other users of the System, and Information Technology support personnel responsible for maintaining and operating the system. Training material may be Computer Based Training materials, instructional videos, interactive CD or DVD, videotaping training sessions, on-line tutorials, etc.

#### **2.4.9 System Documentation**

The Contractor shall provide documentation material. This includes application documentation, online feature manuals, user guides, error and diagnostic manuals, reports manual that includes table names, data field names, table relationships, and any other information used to create reports. Comprehensive documentation that provides requirements traceability to map requirements to design, code, and test scripts shall also be provided.

#### **2.4.10 Final Project Report**

At the conclusion of the project, the Contractor shall provide a Final Project Report outlining the extent and manner to which the project objectives have been met, as well as follow-up recommendations.

## 2.5 Functional Requirements

### **External User Functionality**

The following are requirements of the Contractor:

- Convert and contain the historic data available in the proposed System.
- Have a dashboard/welcome screen for messages from the web portal.
- Include, display and maintain portal rules and regulations regarding gaming requirements.
- Allow user groups to create and maintain a unique user id, PIN, and profile through the user group portal.
- Provide “My Account” type functionality for OCG user groups to allow secure online management of personal content including the ability to update member and contact information.
- Log, authenticate and allow only authenticated users to access the System.
- Provide the capability for users to reset passwords for My Account when user id, password or PIN is forgotten. This process should not require state staff intervention.
- Allow the user to choose the preferred method of receiving notifications such as email or text message.
- Provide basic summary information in a directory of OCG User groups, i.e.: Organizations, Commercial Lessors, etc. This may include address, telephone numbers, contact persons, e-mail addresses, hours of operation, hours of scheduled bingo games, organizations conducting the bingo game, and services provided (electronic bingo, etc).
- Allow for saving of work in progress before submission for approval.
- Provide the capability to track the status and changes to records.
- Provide the capability to record the action of a creation or a change in licenses, members, etc. in an activity log.
- Allow for attaching supporting documentation as needed.
- Collect manually entered data from approximately 1,000 electronic bingo devices. Currently, there is a maximum of 35 devices per commercial lessor.

## **Internal User Functionality**

The following are required from the Contractor:

- Provide the capability to post messages to the user groups and notify them through the preferred method of notification.
- Provide an indicator as to the date when data was last updated.
- Provide the capability for automated workflow and online approvals by authorized staff.
- Have an alternate approval system in place at each level should any form not be approved within three (3) business days.
- Provide multiple methods for searching and retrieving licenses and permits based on status and a combination of: names, types, Parish, Year, and Addresses.
- Generate printable non-editable operational licenses for all groups in an Adobe PDF format.
- Allow OCG users to document notes regarding data audits as well as field audits. Needed data are the date, time, and notes regarding the audit.
- Alert OCG and defined user groups via a daily report if any predetermined conditions occur, i.e.: data not received, machine id not valid, etc.
- Create a unique session id for every bingo session as tie in for each table in the system.

**The System shall provide functionality for the following:**

- Bingo Licensing and Game Scheduling
- Machine Permits
- Forms
- Video Gaming Device Data Collection
- Accounting
- Reporting & Auditing
- Gaming Data Collection Monthly/Quarterly Reporting
- Bingo Supply Inventory

**Functionality within each area is detailed below.**

### 2.5.1 Bingo Licensing and Game Scheduling

The Bingo Licensing and Game scheduling module shall collect data from OCG's user groups (organizations, exempt organizations, commercial lessors, non-commercial lessors, manufacturers, distributors and private casino contracts). This module shall provide methods for registrations, new applications, renewals, membership updates, calendar additions and updates, special bingo applications, casino night applications as well as collecting payment of fees. OCG staff will also be users of this module. An example of the current application and other forms can be found at <http://www.ocg.louisiana.gov>

The System shall:

- Provide a guided application process which will enable the user to enter required information using intelligent interactive questions which can branch to additional questions.
- Provide the capability to collect payments or fees through credit card, debit card, or ACH processing.
- Provide the capability to automatically assign approvals based on type, or through a manual process to individual workers, multiple workers, and to designate primary/secondary roles (when appropriate).
- Provide the capability of date stamping applications for the appropriate business day, when application is submitted after hours, on a holiday, or weekends according to specific programmatic rules.
- Provide the capability to track, display, and update the license information, membership information, schedule information and payment history.
- Display the reason the application was rejected or conditionally approved.
- Provide the capability in the licensing module to record customer complaints against an organization and provide a place for the OCG to comment on the outcome of the investigation of the complaint. This should be in a separate tab for easy access.
- Allow OCG to issue licenses, amendments, renewals, suspensions, revocations, and reinstatements.

**The System must be able to interface with the Louisiana State Police criminal history database to conduct background checks on all individuals applying for licenses with the OCG. The information will be secured by via file transfer. Louisiana State Police will send a lookup result file back.**

## **2.5.2 Machine Permits**

### **Electronic Video Gaming (Machine Permit)**

The Distributor or Manufacturer will log into the new system to request video gaming devices to be added, deleted, or shipped to a different location. The System will list all of the current permitted machines so the Distributor or Manufacturer can verify the information. They will then have the opportunity to add any new machines or remove machine to different location. The System will then calculate the amount owed and allow them to pay or create a voucher(s) for them to mail back with their payment(s). If they chose to pay in installments, the System will send them notifications each month along with their payment voucher and/or receipts.

## **2.53 Forms**

### **Bingo Paper and Cards Assigned Fixed Value**

The organization shall request permission to change the assigned fixed values of disposable and non-disposable bingo and bonanza sheets. The form will be filled out online and submitted electronically for approval of the OCG and be paid on-line or through mail. Upon approval, the Organization will receive an approval letter detailing the start date and lists all of the assigned fixed values of all bingo paper and cards.

### **Special (Super) Bingo Application**

The organization shall request permission for a special (super) bingo to be held a maximum of twice per fiscal year and to allow the change in assigned fixed values of disposable and non-disposable bingo. The form will be filled out online and submitted electronically for approval of the OCG and be paid on-line or through mail. Upon approval, the Organization will receive an approval license for the particular date and location.

### **Casino (Las Vegas) Night Application**

The organization shall request permission for a casino or Las Vegas night activity. The form will be filled out online and submitted electronically for approval of the OCG or through mail. Upon approval the Organization will receive an approval license for the particular date and location.

### **Progressive Bingo Cap Application**

The organization shall request permission for a change in their progressive bingo cap or change in the number of bingo balls called in order to win progressive jackpot(s). The form will be filled out online and submitted electronically for approval of the OCG or through mail. Upon approval the Organization will receive an approval license for the particular date and location.

### **Request to Modify Video Gaming Device Permit**

The distributor or manufacturer will log into the System and pull up the Video Gaming Device that they wish to modify. They will indicate the new location for the device. The System shall verify location, permit number and proper number of gaming devices (maximum number of gaming devices). The System will create a warning message attached to the request alerting the OCG of any potential issues.

### **Video Gaming Device Service / Repair Form**

The distributor or manufacturer will log into the System to create a Video Gaming Device Service / Repair Ticket. They will pull up the device's account and enter the mechanical readings and electronic readings before service and the mechanical readings after service. The System will then print out a form that will be signed and printed audit tickets attached.

### **Video Gaming Device Shipment Notification**

The distributor or manufacturer will log into the System to create a Video Gaming Device Shipment Notification. They will enter the information for each machine and submit to OCG for approval. Once approved by OCG, the System will generate a shipping permit listing the devices, old location, new location, and an expiration date.

The new System must have the capability to edit, upload and remove the templates for different forms and permits, in order to maintain compliance with legislative requirements.

## **2.5.4 Video Gaming Device Data Collection**

The System shall accept master meter readings and other associated data from Electronic Video Bingo Devices (EVG). Master meter readings and other data shall be provided through a web portal for manual entry by distributor. Manual entry will be performed when EVGs are not configured to electronically provide master meter readings or communication problems exist between the bingo hall and the LDR data center. Manual entry can be performed on a daily, weekly or monthly basis. Approximately 35 locations and 1,000 machines. Entry does not need to be in real time.

The new System shall also have a meter audit report to assist the OCG with auditing the meter readings from electronic video machines. This will be a portal for entering manually machine readings and the system will then compare the difference between the system collected machine data that the system records and the manually entered data taken from the EVG. This will ensure that the new System is correctly recording metered activity in accordance with the OCG guidelines.

Required Data Elements - The following metering information must be communicated from the EVG and collected into the proposed System by the distributor.

- Date/Time Stamp
- Date
- Machine ID / Permit Number
- Location License Number
- Coin In (total)
- Credits Played
- Credits Won
- Credits Out

## **2.5.5 Accounting**

### **Financial Payments**

The OCG currently uses the BLAIR system to keep track of all financial information for the licenses. All payment information is entered into the system, categorized, and credited to the user accounts. Reports are generated which totals daily deposits that will go into the OCG's banking account. Monthly and yearly reports are also generated to summarize collections by category.

### **Monthly/Quarterly Reports**

The OCG staff currently enters all data on the required reports manually each quarter into the BLAIR System or the licensees enters their data through their secured website sign-on account. The proposed System shall, at a minimum, provide OCG with all existing functionality of the current BLAIR system.

At a minimum, the System shall have a portal for manually entering quarterly report data by the OCG or by organizations wishing to submit electronically. Data entered into the System by organizations shall be stored in system tables and the quarterly report generated from the entered data and submitted to the OCG. The System should also have a mechanism of collecting quarterly report data from scanned paper forms that are manually completed and submitted by user groups.

The current official form can be found at:

<http://www.ocg.louisiana.gov/pdf/forms/ocg300F.pdf>.

Instructions can be found at:

<http://www.ocg.louisiana.gov/sections/formsfees/forms.asp?fGroup=ORG;Organization>

The OCG staff currently verifies all data on the required monthly reports from distributors into the BLAIR System by downloading an excel file received from distributors. These reports include inventory sold to organization during the period. The proposed System shall provide OCG with all existing functionality of the BLAIR system.

### **Required Functionality**

The System shall allow for the payment of licensing and fees via bank draft from gaming accounts registered with the OCG.

The System shall allow for the payment of permits and fees via credit card for distributors and lessors.

The System shall allow for manual entering of payments of licensing and fees received by OCG and auto sending of receipts.

The System shall allow for the display and print of previously reported quarterly reports.

The System shall have the capability to generate reports by field for the various quarter data. For example: What are the total expenses for each quarter for the past 5 years. For the OCG they can select all organizations or just some organizations or report by Parish. For the organizations, they shall be able to see only their data.

## **Required Data Elements**

All data elements gathered by the current system must be available for reporting purpose in the proposed System.

## **Auditing of Entered Data**

Data must be synchronized between modules.

### **2.5.6 Reporting and Auditing**

The System shall be required to assist the OCG user groups in their reporting requirements as well as the OCG in their Auditing requirements. The new system shall be able to produce standard and ad-hoc reports.

#### **OCG – Report Examples**

- Number of current licenses
- List of non-renewed licenses for all user groups from previous year
- Number of registered EVG's, in total, by parish, by Commercial Lessor, by Distributor
- Create License for any user group
- Report by EVG for each parish
- HTML Page reports for the Web i.e. Approved Organizations, Commercial Lessors, etc.
- Balance of fines due per organization
- Comparative Analysis of Pull tab sales for entire State (or by organization)
- Comparative Analysis of Bingo Paper sales for entire State (or by organization)
- Search by pull tab serial number, etc.
- Detail Monthly Sales by transaction (by distributor)
- Quarterly Report (or specific time frame) by organization, hall, Parish, or Statewide.

#### **Commercial/Non-Commercial Lessor – Report Examples**

- Calendar of scheduled games
- Copy of license
- List of Organizations with license to play
- Email a list of Organizations current "Members Assisting in Games" as well as the "Members in Charge" on a 1 page sign in sheet for each Game 24 hours prior to the game
- Quarterly Progressive Bingo report
  - Number of Jackpots and totals
  - Amount of Contributions per organization
  - Amount of Jackpot Payouts per winner
  - Number of participants and start up fees
  - Account balance

### **Manufacturer – Report Examples**

- Number and list of sales to Distributors
- Amount of Sales
  - Number of Pull Tab Deals Sold
  - Dollar amount of Pull Tab Sales
  - Dollar amount of Bingo Paper Sales
  - Dollar amount of Other Sales/Leases

### **Distributor – Report Examples**

- Recap and totals of sales to Organizations
- Amount of Sales (recap and individual organization sales)
  - Face Value of Pull tabs sold
  - Projected Payouts of Pull tabs sold
  - Cost of Pull tabs sold
  - Ideal Net Proceeds from sales
  - Use fee collected on Ideal Net Proceeds
  - Gross lease or rental of Electronic Bingo Card Dabber Devices with paper
  - Gross sales or lease of other gaming supplies
  - Use fee collected gross sales or lease of gaming suppliers
  - Gross lease or rental of EBCDD devices without paper
  - Use fee collected gross lease or rental of EBCDD without paper
  - Total Use fee collected
- Reports to include but not limited to:
  - Bingo Paper Inventory Analysis
  - Pull Tab Analysis
  - Search by individual pull tab and/or paper serial number
  - Search by organization

### **EVB Manufacturer – Report Examples**

- Number and list of registered machines
- List of all machine by locations
- List of machines repaired with problems and dates for each machine
- Number of games played per machine

### **EVB Distributor – Report Examples**

- Number and list of registered machines
- List of all machine by locations
- List of machines repaired with problems and dates for each machine
- Number of games played per machine

### **2.5.7 Gaming Data Collection Monthly/Quarterly Reporting**

The module shall provide the capability for portions to reside on mobile and remote devices (i.e. PDA's, laptop computers) with download, update and upload capabilities.

The data collected is different for each user group. The data entered through this portal for each gaming session, will be rolled up quarterly by the System, it can be used to generate the required quarterly reports that must be submitted to the OCG.

#### **Required Elements of a Manual Data Collection System**

The System shall have a method to enter the actual physical count of all inventories on hand and assigned fixed value of gaming supplies.

The System shall assign the specific session ID to each form along with the scheduled time and date, licensee name and license number.

The System shall create a fill-able form for each gaming session to amend or append the license. The Organization will select the session and complete the information. The system shall route the form for a secondary approval once the Session Manager finalizes it. It will go to someone else in the organization to verify. That person will be on a dropdown taken from the current membership list and put on the form filled about by the session manager. The System shall have notes and tips on each item on the form that needs clarification or explanation.

### **2.5.8 Bingo Supply Inventory**

#### **Purchasing Bingo Supply Data Entry**

This module shall have a system to enter gaming supplies purchased from Distributors. This data will be used in reports and it shall maintain an existing inventory of supplies used after the session documents have been finalized.

#### **Detailed Master Inventory Record**

This module shall systematically produce a detailed Master Inventory Record summary report of bingo supplies. All of this data shall be available in the system.

## **2.6 Technical Requirements**

### **2.6.1 General Requirements**

The System shall provide a single point of access for OCG staff, manufacturers, distributors, organizations, and commercial lessors.

The System shall provide a common web-based front-end that has a consistent look and feel throughout each module.

The System shall provide secure remote connectivity (mobile access) for OCG staff when in the field via Windows based tablet or laptop. The Agency currently utilizes VPN for field personnel.

The System shall be fault tolerant and designed to provide availability 24 hours each day, 365 days each year (24x7).

Performance issues such as but not limited to page rendering times, search response times, and data transfer times will be evaluated during the testing phase. Contractor will work to improve identified performance issues through code modifications, data base re-design, or work with LDR personnel to recommend infrastructure improvements.

The System shall be built, at a minimum, using VB.NET 2012 and ASP.NET 2012 and utilize the .NET 4.0 framework. The System shall have a common database which supports all modules. Microsoft SQL Server 2014 or higher shall be used as the database platform. There are many data elements that should be contained in an updateable table that can be maintained by State personnel. The values associated with the data elements are set by policy and can change. Each data element shall have associated with it a beginning effective date and an ending effective date such that a history of values can be maintained. The values of the data elements shall be set by the system administrator and not set in code.

The OCG shall be able to flag which documents are required for submission through an administrator table. The System shall ensure that if the organization is uploading documents that it files them under the proper title. The System shall also allow for a verification signoff that someone at OCG reviewed the document. The OCG will review each document either online or uploaded.

## **2.7 Project Requirements**

The State desires a fully integrated project team at all levels. Contractor resources are expected to provide experience and expertise in implementing state of the art solutions. State resources will bring functional knowledge of current business processes and technical knowledge of the existing systems and application environment.

The State will provide reasonable and normal office space, basic office furniture, supplies and local telephone service.

The State will make use of computer systems available at reasonable times and in reasonable time increments to support system development, test, and installation activities.

The State has a quality assurance program in place and plans to utilize this program for this project. Quality assurance reviews are conducted periodically throughout the course of a system's lifecycle. The Contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews.

The State expects, and the Contractor shall agree to provide work and deliverables, which conform to high professional standards. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

Contractor resources shall provide the State Project Manager a weekly timesheet. Timesheets shall be due by the following Wednesday. Each timesheet shall be reviewed by the State management team for approval.

## PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The evaluation team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
Company Background and Experience	13
Approach and Methodology	35
Proposed Staff Qualifications	15
Louisiana Veteran and Hudson Initiative	12
Cost	25
TOTAL SCORE	100

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### 3.1 Cost Evaluation

A Proposer's cost score will be based on the Total Proposed Cost provided on Attachment IV Cost Proposal Worksheet. The Proposer with the lowest total proposed cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

**Where:**  
**CCS = Computed Cost Score (points) for Proposer being evaluated**  
**LPC = Lowest total Proposed Cost of all Proposers**  
**TCP = Total Cost of Proposer being evaluated**

The Proposer must identify for each deliverable, an hourly rate for each of the project roles, and an estimate of the number of hours required by each role contained on the cost proposal worksheet in Attachment IV. The hourly rate shall be a fully burdened rate that

includes labor, per diem, travel, overhead, and any other costs related to the service. Travel time is not billable.

The Proposer may modify the cost proposal worksheet to add additional rows so that all anticipated roles are included in the final cost proposal submission.

The total cost allocated for each deliverable will be Proposer's estimate of the estimated number of hours (level of effort) required for successful completion of the project based upon the Proposer's past experience and the information provided in this request for proposal multiplied by the hourly rate.

The cost for the software (including customization) must be identified separately from the consulting services being quoted. The software cost, whether commercial or custom, must include three (3) years of maintenance.

**The Proposer's Total Proposed Cost will be the sum of the Total Consulting Services Cost and the Software Cost.**

## **3.2 Technical Evaluation**

### **Company Background and Experience**

A maximum of **13** points will be assigned for the company background and experience and capability to perform. This part of the evaluation will focus on the Proposer's documented experience in successfully performing services of a similar size and scope of those required by this RFP.

The evaluation team will examine the overall ability of the Proposer to mobilize, undertake and successfully perform the services of the contract. This judgment will include, but not be limited to the following factors: the company history, financial stability of the Proposer, the Proposer's past experience performing similar services, the availability and commitment of the Proposer's staff, and the ability to replace personnel as needed in a timely manner.

### **Approach and Methodology**

A maximum of **35** points will be assigned for the Proposer's Approach and Methodology. This part of the evaluation will focus on the Proposer's understanding of the nature and scope of the project.

The evaluation team will examine the Proposer's overall approach to the Scope of Work, including but not limited to, requirements gathering, system design, development, configuration, quality assurance, testing and implementation in order to determine the Proposer's ability to perform the services requested in this RFP.

The evaluation team will also examine Proposer's project planning methodology and

project schedule, training plan, and knowledge transfer plan and methodology.

### **Proposed Staff Qualifications**

A maximum of **15** points will be assigned for staff qualifications. This part of the evaluation will focus on the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project as well as the customer references submitted.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**Proposer must receive a minimum score of 31.5 points of the total available points in the technical categories of Company Background and Experience, Approach and Methodology, and Proposed Staff Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### **B. Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the

Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

**Note** – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

Contractor personnel shall keep the State informed of the status of the work by timely contact, written or verbal, as work progresses.

Contractor assignments will be tracked via the Project Work Plan. Formal scope of work, personnel assignments, target completion dates, and actual completion dates will be documented and monitored. Contractor assignments will be subject to the same quality assurance criteria as all other IT assignments.

The State expects, and the Contractor shall agree to provide work and deliverables, which conform to high professional standards. All deliverables will be evaluated prior to acceptance to confirm that they meet requirements.

Performance measures to be used for monitoring each assignment will include timeliness and accuracy of the work based on the specifications stipulated in the scope of the assignment and the deadline indicated for each work assignment.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

The performance of the Contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work and are identified as:

- The Contractor will document and deliver to the State Project Manager, or designee, the results and approval by OCG personnel of each completed payment task. OTS will measure the performance by the quality of the completed payment task.
- Status reports will be delivered to the State Project Manager as requested. The report will address assignment progress in terms of hours spent, current status of work in progress, plans for next reporting period and any significant issues.

The State has a quality assurance program in place and plans to utilize this program for this project. Quality assurance reviews are conducted periodically throughout the course of a system's lifecycle. The Contractor will be required to cooperate with the State's quality assurance team, the process in general, and to abide by the results of the reviews.

### **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using

agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

#### **ATTACHMENT I: CERTIFICATION STATEMENT**

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

A. Official Contact Name:

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B. E-mail Address:

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C. Facsimile Number with area code: (      )

---

D. US Mail Address:

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Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a Contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or  
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City

State

Zip

# **ATTACHMENT II:      SAMPLE CONTRACT STATE OF LOUISIANA**

## **CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the (*Agency Name*), hereinafter sometimes referred to as the "State", and (*Contractor's name and legal address including zip code*), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

### **1.0 SCOPE OF SERVICES**

Contractor hereby agrees to furnish services to State as specified in Section 3.0.

#### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[Provide the concise description of the data processing consulting services to be acquired]*

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

Attachment V - Insurance Requirements

Attachment VI - Confidentiality Requirements

### **2.0 ADMINISTRATIVE REQUIREMENTS**

#### **2.1 TERM OF CONTRACT**

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

## 2.2 WARRANTIES

Contractor shall indemnify State against any loss or expense arising out of any breach of any specified Warranty.

A. *Period of Coverage.* The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate **(spell-out) (n)** months thereafter.

B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

C. *Software Standards Compliance.* Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.

D. *Software Performance.* Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.

F. *No Surreptitious Code Warranty.* Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

## 2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **2.4 STAFF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to **Attachment V**.

## **2.5 LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

## **2.6 SECURITY**

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

## **2.7 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_. Contractor's seven-digit LDR account number is \_\_\_\_\_.

In accordance with La. R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

## **2.8 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

The Contractor agrees to the provisions contained in **Attachment VI Confidentiality Requirements**.

## **3.0 TECHNICAL REQUIREMENTS**

### **3.1 STATEMENT OF WORK**

Contractor will perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment I.

### **3.2 CONFIGURATION REQUIREMENTS**

The software system being installed shall be designed and configured by the Contractor to operate within the State's hardware, software, and networking environments as specified in Attachment II.

### **3.3 PROJECT MANAGEMENT**

Contractor shall provide, at a minimum, the following project management functions:

*A. Provide Project Management* - Contractor will provide day-to-day project management using best management practices for all tasks and activities necessary to complete the Statement of Work.

*B. Provide Project Work Plan* - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.

*C. Provide Project Progress Reports* - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

*D. Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

*E. Provide Issue Control.* Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

### **3.4 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. Contractor will facilitate the review process by making staff and information available as requested by the reviewers at no additional cost to the State.

### **3.5 CONTRACTOR RESOURCES**

Contractor agrees to provide the following Contract related resources:

*A. Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

B. *Key Personnel*. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

C. *Personnel Changes*. Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

### **3.6 STATE PROJECT DIRECTOR**

State shall appoint a Project Director for this Contract who will provide oversight of the activities conducted hereunder. The Project Director is identified in Attachment IV. Notwithstanding the Contractor's responsibility for total management during the performance of this Contract, the assigned State Project Director shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **3.7 STATE FURNISHED RESOURCES**

State will make available to the Contractor for use in fulfillment of this contract those resources described in Attachment IV.

### **3.8 STATE STANDARDS AND GUIDELINES**

Contractor shall comply with State standards and guidelines related to systems development, installation, software distribution, security, networking, and usage of State resources described in Attachment II.

### **3.9 ELECTRONICALLY FORMATTED INFORMATION**

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in Attachment II.

### **4.0 ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following procedure:

A. *General*. Except where this Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Statement of Work, the Request for Proposals, the Contractor's Proposal, and/or as subsequently modified in State- approved design documents developed within this Project, and in the accepted final documentation.

**B. Submittal and Initial Review.** Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

**C. Notification of Acceptance or Rejection.** If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

**D. Resubmitting Corrected Deliverables.** With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

**E. Payment of Retainage Based on Acceptance.** Final payment of any retainage will be contingent on completion and acceptance of all contract deliverables.

## **5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$\_\_\_\_. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of \_\_\_\_\_ (Name of Designee).

*(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)*

### **Example A. Payment by Task.**

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

## Payment Schedule

State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.

- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance by the State of all deliverables provided by the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

### **Example B.** *Payment by Percentage of Completion*

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon

successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage

Project Schedule showing start and end dates for key project milestones accepted by the State and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor 10%

Applications and Analysis Completed 40%

Testing procedures accepted by the State and training of State personnel 30%

Final Plan accepted by the State 20%

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

### **6.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.0 REMEDIES FOR DEFAULT**

Any claim or controversy arising out of the contract shall be resolved by the provisions of La. R.S. 39:1672.2-1672.4

## **8.0 AVAILABILITY OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

## **9.0 OWNERSHIP OF PRODUCT**

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of State. All such software, records, worksheets, or materials shall be delivered to the State within thirty days of the completion or termination of this contract.

## **10.0 NONASSIGNABILITY**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **11.0 RIGHT TO AUDIT**

The State legislative auditor, federal auditors and internal auditors of the Division of Administration, agency auditors, or others so designated by the DOA, shall have the option to audit the books and records of a Contractor or any subcontractor under this contract to the extent that such books and records relate to the performance of this contract. Such books and records shall be maintained by the Contractor and subcontractor for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **12.0 RECORD RETENTION**

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

## **13.0 AMENDMENTS IN WRITING**

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of State Procurement, Division of Administration.

## **14.0 FUND USE**

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **15.0 NON-DISCRIMINATION**

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### **16.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

#### **17.0 ANTI-KICKBACK CLAUSE**

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **18.0 CLEAN AIR ACT**

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **19.0 ENERGY POLICY AND CONSERVATION ACT**

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **20.0 CLEAN WATER ACT**

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

#### **21.0 HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

#### **22.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This contract constitutes the entire agreement between the parties with respect to the subject matter.

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits

specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR:\_\_\_\_\_

AGENCY:\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
AGENCY'S SIGNATURE

\_\_\_\_\_  
PRINT/TYPE NAME

\_\_\_\_\_  
PRINT/TYPE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## ATTACHMENT I OF SAMPLE CONTRACT STATEMENT OF WORK

### 1.0 INTRODUCTION

[ State here a brief description of project and a general description of its scope and objectives. Other topics which may be appropriate to include are: background, relationship of project to department plans and programs, purpose of system being implemented, problems system is intended to address, etc.]

### 2.0 DESCRIPTION OF SERVICES/TASKS

[Describe here tasks or services to be performed by Contractor in terms of scope and expected outcomes or results. This may involve description of major project phases or subsystems.]

### 3.0 SCHEDULE REQUIREMENTS

[Describe here major schedule milestones, such as: project start, when work plan will be finalized and approved, project phases, dates for contract deliverables, implementation target date, etc.]

### 4.0 PERFORMANCE MEASURES AND MONITORING PLAN

[Describe the performance measures to be taken during the project and monitoring plan.]

### 5.0 DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

[List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

Examples of Deliverables	
Deliverable	Description
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as: defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies; and defining and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.

Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results, and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end

	programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 6.0 STANDARD OF PERFORMANCE

As stipulated in the warranty provisions of this Contract, the following standards of performance for the products delivered hereunder will be warranted as described below:

[Describe here any unique operating characteristics of the software or system that must be warranted to a specified level of performance.]

## **ATTACHMENT II OF SAMPLE CONTRACT HARDWARE/SOFTWARE ENVIRONMENT**

The system to be installed must be able to operate on the State data processing facility and configuration as follows:

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

*[List and/or describe here the hardware devices, operating system software, and network infrastructures on which the proposed system must operate, such as: CPU, Operating System/System Utility Software, Disk, Workstations, Teleprocessing Monitor, Networking Protocols, etc.]*

### **2.0 SPECIAL REQUIREMENTS**

*[List here additional software or equipment necessary to support or augment the software to be installed, such as: Database Management System, Data Dictionary, 4 GL, Query Language, GUI Tools, etc.]*

### **3.0 STANDARDS AND GUIDELINES**

*[List here references to applicable standards and/or guidelines or indicate "NONE".]*

*[Also, describe any exceptions to State standards and guidelines that will be permitted under this project. However, the State should takes steps to assure control over matters affecting its technical direction. Accordingly, specific emphasis should be given to assure that technologies promoting common infrastructure services (TCP/IP, SNMP), interoperability (both statewide and intra-department), and an open (non-proprietary) systems environment are used.]*

## ATTACHMENT III OF SAMPLE CONTRACT CONTRACTOR PERSONNEL AND OTHER RESOURCES

### 1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

<u>Name/Company</u>	<u>Responsibilities/Classification</u>	<u>Rate</u>	<u>Expected Duration</u>
---------------------	--	-------------	--------------------------

...			
...			
...			
...			

*[List here all personnel, including subcontractors, who will be assigned to the project. Personnel who will be assigned at a future date may be listed by job classification. Contract may also specify qualifications for each unnamed person.]*

### 2.0 PC WORKSTATIONS

Contractor will provide its own workstations, any workstation resident software and maintenance thereof.

### 3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the State's network, must comply with State network and security standards. Contractor must provide the hardware components, operating system, and software licenses necessary to function as part of the State network. All hardware and software must be reviewed before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the State.

## **ATTACHMENT IV OF SAMPLE CONTRACT STATE FURNISHED RESOURCES**

Any resources of the State furnished to the Contractor shall be used only for the performance of this Contract. State will make available to the Contractor, for Contractor's use in fulfillment of this contract, resources as described below:

### **1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contract for this contract on behalf of the State.

### **2.0 TECHNICAL STAFF**

State will provide xxx (#) technical employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director.

### **3.0 FUNCTIONAL STAFF**

State will provide xxx (#) functional employees to be manpower loaded at no more than ##% of normal work hours. The level of effort required and time frames will be documented in a memorandum based upon the work plan. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director

### **4.0 OFFICE FACILITIES**

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers.

### **5.0 COMPUTER FACILITIES**

State will make available use of computer facilities at reasonable times and in reasonable time increments to support system development, test, and installation activities. Special facility requirements, such as stress testing or conversion, shall be addressed in the appropriate planning documents or documented by the Contractor in a memorandum.

## **ATTACHMENT V OF SAMPLE CONTRACT** **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **4. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

## 5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### B. DEDUCTIBLES AND SELF INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under this contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### 2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

2. The Certificate Holder Shall be listed as follows:

State of Louisiana  
The Office of Technology Services, Its Officers, Agents, Employees and Volunteers  
1201 North Third Street  
Suite 2-130  
Baton Rouge, LA 70802  
Project Name: Bingo Licensing, Accountability, Inventory and Reporting System

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under this contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **ATTACHMENT VI OF SAMPLE CONTRACT CONFIDENTIALITY REQUIREMENT**

All financial, statistical, personal, technical and other data and information relating to the state's operation which are designated confidential by state and made available to the Contractor in order to carry out his contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements applicable to the State.

In its handling of any returns of taxpayers or other records and files of the Department of Revenue, or information derived there from, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, the Contractor recognizes that La. R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47:1508.

The Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with this contract.

The Contractor agrees and assures that data, material, and information gathered based upon this contract or disclosed to the Contractor for the purpose of this contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State."

### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

- (5) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by

or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

## ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against the contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

## **ATTACHMENT IV: COST PROPOSAL**

The Proposer must provide a total cost for providing the complete BLAIR solution in response to this RFP, as outlined in the Statement of Work, including but not limited to, business requirements gathering, software and/or software development, data conversion, implementation and maintenance, and any services and personnel needed to provide this solution.

In addition to providing a cost for each deliverable, proposers must also identify for each deliverable, an hourly rate for each of the project roles, and an estimate of the number of hours required by each role to provide the deliverable, as contained on the cost proposal worksheet. The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. Travel time is not billable. Hourly rates are provided for information purposes only as this is a deliverables based engagement.

The Proposer may modify the cost proposal worksheet to add additional rows so that all anticipated roles are included in the final cost proposal submission. Proposer must provide a cost for each deliverable.

The total cost allocated for each deliverable will be Proposer's estimate of the estimated number of hours (level of effort) required for successful completion of the project based upon the Proposer's past experience and the information provided in this request for proposal multiplied by the hourly rate. A cost must be provided for each deliverable.

**The cost for the software (including customization must be identified separately from the consulting services being quoted. Software cost must include three (3) years of maintenance.**

**For evaluation purposes, Proposers must submit the Proposer's Total Proposed Cost, which will be the sum of the Total Consulting Services Cost and the Software Cost.**

## COST PROPOSAL WORKSHEET

Consulting Services Cost				
Deliverable	Role	Hourly Rate	Estimated Hours	Cost
Functional System Requirements				
Implementation Plan Report				
Technical Design/Technical Architecture				
Presentation of Technical Design to I.T. Personnel				
Data Conversation/Software Installation/Implementation				
Interface Testing				
Systems Testing and Acceptance Testing				
Training Materials & Delivery of Training				
System Documentation				
Final Project Report				
Total Consulting Services Cost				
Software Cost (including customization)				
Software cost must include 3 years maintenance				
Total Proposed Cost (Total Consulting Services Cost + Software Cost)*				

\* The total proposed cost will be used in the financial evaluation of each proposal.